

REQUEST FOR COUNCIL ACTION

SUBJECT: AMENDMENT NO. 3 TO THE SOUTH VALLEY WATER RECLAMATION FACILITY INTERLOCAL AGREEMENT

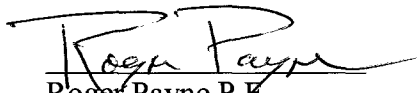
SUMMARY: Consider approving and authorizing the Mayor to sign Amendment No. 3 to the South Valley Water Reclamation Facility Interlocal Agreement.

FISCAL:
IMPACT: None

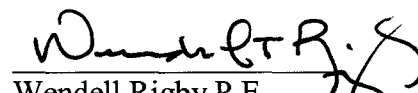
STAFF RECOMMENDATION:
Staff recommends that City Council approve and authorize the Mayor to sign Amendment No. 3 to the South Valley Water Reclamation Facility Interlocal Agreement.

MOTION RECOMMENDED:
I move to approve Resolution 14-42 authorizing the Mayor to execute Amendment No. 3 to the South Valley Water Reclamation Facility Interlocal Agreement after approval as to legal form by the West Jordan City Attorney.


Prepared by:


Roger Payne P.E.
Engineering Manager for Utilities

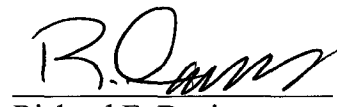
Reviewed by:


Wendell Rigby P.E.
Public Works Director

Reviewed as to legal form:


Darien Alcorn
Deputy City Attorney

Recommended by:


Richard E. Davis
City Manager

BACKGROUND DISCUSSION:

West Jordan City joined four other local agencies in June of 1978 to form an Interlocal Cooperation Agreement to form the South Valley Water Reclamation Facility (SVWRF) for the purpose of owning and operating a water reclamation facility for the treatment of wastewater (sewer treatment plant). The agreement was amended once in 1984, then again in 2003. It is proposed at this time that the interlocal agreement be amended again.

The proposed amendment is for the purpose of protecting the SVWRF process from sudden or significant changes in load that may damage the SVWRF's process control and/or violate the SVWRF's UPDES permit. Each party agrees:

1. That it will use and exercise due diligence in preventing excess waters from entering the sewer lines by infiltration.
2. That a party introducing a slug load or slug discharge into SVWRF from the party's own sewage collection system will pay actual damages caused by the slug load or slug discharge to the SVWRF system.
3. A "slug load" or "slug discharge" is defined as a discharge at a flow rate or concentration which causes a violation of prohibited discharge standards under SVWRF's UPDES permit. It is a discharge of a non-routine, episodic nature including but not limited to an accidental spill or a non-customary batch discharge.
4. That each party will provide reasonable notice in writing of any contemplated change in load.

All five participating parties must approve the proposed Amendment No. 3 to the Interlocal Cooperation Agreement in order for it to be effective. The other four parties recommended some revisions to the text, the text was revised, and approval by the other entities is anticipated.

City staff recommends that the City Council approve and authorize the Mayor to sign Amendment No. 3.

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 14-42

**A RESOLUTION AUTHORIZING THE EXECUTION BY THE MAYOR
OF AMENDMENT NO. 3 TO THE SOUTH VALLEY WATER RECLAMATION
FACILITY INTERLOCAL AGREEMENT.**

Whereas, the City Council of the City of West Jordan has reviewed Amendment No. 3 to the South Valley Water Reclamation Facility Interlocal Agreement; and

Whereas, the City Council of the City of West Jordan desires that this Amendment No. 3 be executed by the Mayor; and

Whereas, the Mayor is authorized to execute agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

Section 1. After approval as to legal form by the West Jordan City Attorney, the Mayor is hereby authorized and directed to execute the attached Amendment No. 3 to the South Valley Water Reclamation Facility Interlocal Agreement.

Section 2. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 12th day of March, 2014.

CITY OF WEST JORDAN

ATTEST:

By: _____
Mayor Kim V. Rolfe

MELANIE BRIGGS, City Clerk

Voting by the City Council

"AYE"

"NAY"

Jeff Haaga

Judy Hansen

Chris McConnehey

Chad Nichols

Ben Southworth

Justin D. Stoker

Mayor Kim V. Rolfe

**AMENDMENT NO. 3
TO SOUTH VALLEY WATER RECLAMATION FACILITY
INTERLOCAL AGREEMENT**

THIS AMENDMENT NO. 3 is made and entered into as of the _____ day of March, 2014, by and among **MIDVALE CITY**, a Utah municipal corporation, **WEST JORDAN CITY**, a Utah municipal corporation, **MIDVALLEY IMPROVEMENT DISTRICT**, fka Salt Lake City Suburban Sanitary District No. 2, **SOUTH VALLEY SEWER DISTRICT**, fka Salt Lake County Sewage Improvement District No. 1, and **SANDY SUBURBAN IMPROVEMENT DISTRICT**, collectively the "Parties" and individually "Party."

RECITALS

A. The Parties have previously entered into an Interlocal Agreement dated June 23, 1978 ("Agreement") for the cooperative ownership, operation and maintenance of the South Valley Water Reclamation Facility ("SVWRF") located in West Jordan City, Utah under the direction of the SVWRF Board which is comprised of one member from each of the Parties. A copy of the Agreement is attached hereto as Exhibit A and by this reference is made a part hereof.

B. Subsequently, the Parties entered into an Amendment to the Agreement dated December 21, 1984 and Amendment No. 2 to the Agreement dated 2003 (the "Amendments"). Copies of these Amendments are attached hereto as Exhibit B and C, respectively, and by this reference are made a part hereof.

C. Pursuant to the Agreement and the Amendments each of the Parties currently has capacity rights to utilize the SVWRF.

D. The Parties desire to protect the SVWRF process from sudden or significant changes in load that will damage the SVWRF's process control and/or violate the SVWRF's UPDES permit.

E. The Parties desire to enter into this Amendment No. 3 in order to further clarify their respective responsibilities with regard to use of the SVWRF.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree and amend the Agreement as follows:

1. Amendments to Paragraph 10: Paragraph 10 of the Agreement is hereby amended to read in its entirety as follows:

-- (BEGIN Amended Paragraph 10) --

10. Each of the Parties will maintain ownership and control of their respective sewage collection systems. Each of the Parties hereby covenants and agrees that they will use and exercise due diligence in preventing surface and subsurface waters from entering into their respective sewage collection systems and that construction and maintenance of their respective sewage collection lines will be performed in such a manner as to resist infiltration into such lines.

The parties shall not introduce into the system any pollutant or discharge that:

(a) causes Pass Through or Interference (as proscribed by 40 CFR §403.5(a)(1) and defined by 40 CFR §403.3 (k) and (p));

(b) is specifically prohibited as defined in 40 CFR §403.5(b), including “slug loads” as referred to in 40 CFR 403.12(f);

(c) is a discharge at a flow rate or concentration which causes a violation of prohibited discharge standards under SVWRF’s UPDES permit; or

(d) is a discharge of a non-routine, episodic nature including, but not limited to, an accidental spill or a non-customary batch discharge which causes Pass Through or Interference, or that in any other way violates SVWRF’s UPDES permit.

Items (a) through (d), above, are collectively referred to herein as “Prohibited Discharge(s).”

In the event a Party introduces a Prohibited Discharge (the “Offending Party”) into the SVWRF that causes actual damage to the SVWRF, the Offending Party shall pay any actual damages incurred by the SVWRF which are caused by the Prohibited Discharge. If an Offending Party introduces a Prohibited Discharge that causes the SVWRF to violate its UPDES discharge permit that results in a fine being levied against the SVWRF, the Offending Party shall pay the fine, or, if SVWRF pays the fine as levied against it, the Offending Party shall reimburse SVWRF within thirty (30) days of notice from SVWRF that it has paid such fine. Each of the Parties hereto shall indemnify and hold harmless the other parties from any actual damages sustained by the SVWRF and/or fines which are levied against the SVWRF due to an Offending Party’s Prohibited Discharge delivered to the SVWRF.

Each of the Parties shall have the right to load the SVWRF with sewage from its sewage collection system in accordance with that Party’s current ownership capacity in the SVWRF. In the event any Party contemplates a planned change in load, that Party shall notify the SVWRF in writing of the estimated increase or decrease, where possible at least fourteen (14) days prior to commencement of the anticipated load change. The SVWRF shall promptly review the information contained in the notice and notify the Party of any concerns, problems or constraints in the SVWRF treating the increase or decrease in load.

-- (END Amended Paragraph 10) --

2. Conflict: In the event of a conflict between the terms of the Agreement, the Amendments and this Amendment No. 3, the terms of this Amendment No. 3 shall control.
3. Binding Effect: This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective officers, employees, representatives, successors, and assigns.
4. Severability: Should any portion of this Amendment No. 3 for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions which shall be deemed to be in full force and effect as if this Amendment No. 3 had been executed with the invalid portions eliminated.
5. Amendment No. 3 Effect: Except as expressly modified and amended herein, the Agreement and the Amendments shall remain in full force and effect and fully enforceable in accordance with their terms.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 by and through their respective, duly-authorized representatives as of the day and year first hereinabove written.

MIDVALE CITY

ATTEST:

Midvale City Recorder

By: _____
Mayor

WEST JORDAN CITY

ATTEST:

West Jordan City Recorder

By: _____
Mayor

**MIDVALLEY IMPROVEMENT
DISTRICT**

ATTEST:

Clerk

By: _____
Chair of the Board of Trustees

SOUTH VALLEY SEWER DISTRICT

ATTEST:

Clerk

By: _____
Chair of the Board of Trustees

**SANDY SUBURBAN IMPROVEMENT
DISTRICT**

ATTEST:

Clerk

By: _____
Chair of the Board of Trustees

APPROVED AS TO FORM:

Attorney for Midvale City

Attorney for West Jordan City

Attorney for Midvalley Improvement District

Attorney for South Valley Sewer District

Attorney for Sandy Suburban Improvement District

§403.3 Definitions.

For the purposes of this part:

[...]

(k) The term *Interference* means a Discharge which, alone or in conjunction with a discharge or discharges from other sources, both:

(1) Inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; and

(2) Therefore is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including State regulations contained in any State sludge management plan prepared pursuant to subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.

[...]

(p) The term *Pass Through* means a Discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation).

(403.3 Full Text)

§403.12 Reporting requirements for POTW's and industrial users.

[...]

(f) **Notice of potential problems, including slug loading.** All categorical and non-categorical Industrial Users shall notify the POTW immediately of all discharges that could cause problems to the POTW, including any slug loadings, as defined by §403.5(b), by the Industrial User.

(403.12 Full Text)

§403.5 National pretreatment standards: Prohibited discharges.

(a)(1) **General prohibitions.** A User may not introduce into a POTW any pollutant(s) which cause Pass Through or Interference. These general prohibitions and the specific prohibitions in paragraph (b) of this section apply to each User introducing pollutants into a POTW whether or not the User is subject to other National Pretreatment Standards or any national, State, or local Pretreatment Requirements.

(b) **Specific prohibitions.** In addition, the following pollutants shall not be introduced into a POTW:

- (1) Pollutants which create a fire or explosion hazard in the POTW, including, but not limited to, wastestreams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Centigrade using the test methods specified in 40 CFR 261.21;
- (2) Pollutants which will cause corrosive structural damage to the POTW, but in no case Discharges with pH lower than 5.0, unless the works is specifically designed to accommodate such Discharges;
- (3) Solid or viscous pollutants in amounts which will cause obstruction to the flow in the POTW resulting in Interference;
- (4) Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a Discharge at a flow rate and/or pollutant concentration which will cause Interference with the POTW.
- (5) Heat in amounts which will inhibit biological activity in the POTW resulting in Interference, but in no case heat in such quantities that the temperature at the POTW Treatment Plant exceeds 40 °C (104 °F) unless the Approval Authority, upon request of the POTW, approves alternate temperature limits.
- (6) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through;
- (7) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
- (8) Any trucked or hauled pollutants, except at discharge points designated by the POTW.

(403.5 Full Text)